

Exhibit 21

1 UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF NEW YORK
3 MARVEL CHARACTERS, INC.,
4 Plaintiff and
Counterclaim-Defendant,

5 vs. Case No. 1:21-cv-7955-LAK
6 and consolidated cases
LAWRENCE D. LIEBER, 21-cv-7957-LAK and
7 21-cv-7959-LAK
8 Defendant and
Counterclaimant.

9 MARVEL CHARACTERS, INC.,
10 Plaintiff and
Counterclaim-Defendant,

11 vs.
12
13 KEITH A. DETTWILER, in his
capacity as Executor of the
Estate of Donald L. Heck,
14
15 Defendant and
Counterclaimant.

16 MARVEL CHARACTERS, INC.,
17 Plaintiff and
Counterclaim-Defendant,

18 vs.
19
20 PATRICK S. DITKO, in his
capacity as Administrator of
the Estate of Stephen J.
Ditko,
21
22 Defendant and
Counterclaimant.

23
24
25 caption (cont'd)

1 ZOOM DEPOSITION OF JAMES F. STERANKO
2 (Reported Remotely via Video & Web Videoconference)
3 Reading, Pennsylvania (Deponent's location)
4 Friday, February 10, 2023
5 Volume 1

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20 STENOGRAPHICALLY REPORTED BY:

21 REBECCA L. ROMANO, RPR, CSR, CCR

 California CSR No. 12546

22 Nevada CCR No. 827

 Oregon CSR No. 20-0466

23 Washington CCR No. 3491

24 JOB NO. 5753867

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23 Counterclaimant.

24
25 caption (cont'd)

1 DEPOSITION OF JAMES F. STERANKO, taken on
2 behalf of the Plaintiff and Counterclaim-Defendant,
3 with the deponent located in Reading, Pennsylvania,
4 commencing at 12:53 p.m., Friday,
5 February 10, 2023, remotely reported via Video &
6 Web Videoconference before REBECCA L. ROMANO, a
7 Certified Shorthand Reporter, Certified Court
8 Reporter, Registered Professional Reporter.

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APPEARANCES OF COUNSEL

(All parties appearing via Web Videoconference)

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APPEARANCES OF COUNSEL

(All parties appearing via Web Videoconference)

For the Defendant and Counterclaimant and Deponent:

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ALSO PRESENT:

Soseh Kevorkian, Videographer

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1 than maybe an hour's work, I think I inked the
2 figure of Daredevil and he did the background on
3 it. But it wasn't an assignment.

4 Q. (By Ms. Lens) I understand -- I
5 apologize.

6 Continue.

7 A. And what was the rest of your question,
8 please?

9 Q. Yeah.

10 So I understand that your work on the
11 Daredevil comic -- cover, excuse me, was not in an
12 assignment as you testified you were helping a
13 friend with his assignment.

14 I'm trying to understand for the other
15 work that you did with Marvel, those were pursuant
16 to assignments that come from Stan Lee; is that
17 correct?

18 MR. TOBEROFF: Objection as to form.
19 Assumes facts.

20 THE DEPONENT: I always worked through --

21 MR. TOBEROFF: Lacks foundation -- excuse
22 me.

23 Go ahead.

24 THE DEPONENT: I always worked through
25 Stan -- as -- as my connection at Marvel. But it

1 was not a matter of assignments. It was more like,
2 I would call them options. I had the -- I had the
3 choice to make to -- to -- to work on some of
4 their books or, you know, pursue my -- my other
5 interests. And in terms of assignments, unlike
6 perhaps many other situations that Stan had with
7 other artists, writers, inkers, letters, colorists,
8 where he often submitted information to them that
9 he wanted material done.

10 Stan and I never worked in that manner.
11 He never provided me with plot ideas, character
12 ideas, story ideas. I was strictly on my own.

13 So that's why I wouldn't call my work
14 there real assignments. I was doing that -- I
15 would say on -- on speculation and there were times
16 when Stan rejected the work.

17 Did that help clarify that point?

18 Q. (By Ms. Lens) Yes, I appreciate that.
19 Thank you.

20 You testified before that you worked on
21 the -- the Nick Fury comic, correct?

22 A. We split Strange Tales, notice it wasn't
23 called S.H.I.E.L.D Tales. It was called
24 Strange Tales after Doc Strange, and I -- I did a
25 series of -- of those books splitting the book with

1 was there on a permanent basis. John Verpoorten
2 was there working in -- in-house. Herb Trimpe
3 often worked in the -- in the bullpen. I met
4 Dick Ayers -- although, I don't think he actually
5 worked in the bullpen. I think he was just
6 visiting like -- like I was.

7 Q. (By Ms. Lens) And who was John
8 Verpoorten?

9 A. John Verpoorten was an artist and inker
10 and he may have -- he may have done cleanup work at
11 Marvel.

12 In other words, when artists would submit
13 pages, if there were -- if the elements on the page
14 that Stan or Roy would object to, you know, clean
15 up this face. Take these lines off of, you know,
16 of this character. They are confusing. John would
17 do some of that -- some of that kind of adjustment
18 work.

19 Q. How about Sol Brodsky, was he someone
20 else that worked in the Marvel bullpen regularly?

21 A. Yes, he -- he was an administrator of the
22 bullpen. He was Stan's right-hand man. And -- and
23 I think he was probably there almost every time I
24 came into the -- into the -- into the bullpen.

25 Q. And were Stan Lee and Roy Thomas also

1 give you a treatment or synopsis of the material
2 that it was looking for?

3 A. Never.

4 Q. There was supervision, was there not, at
5 Marvel particularly in the early part of your tour
6 at Marvel?

7 MR. TOBEROFF: Objection as to form.
8 Vague.

9 THE DEPONENT: There was no supervision.

10 Q. (By Ms. Lens) Your paychecks from Marvel
11 were stamped "work made for hire," correct?

12 MR. TOBEROFF: Objection as to form.
13 Assumes facts.

14 THE DEPONENT: I -- I -- I don't -- I
15 don't think that phrase appeared on my checks,
16 especially the early checks. The early checks
17 didn't have a condition, an agreement stamped on
18 them.

19 That came in perhaps in the -- in the
20 middle of -- of my Marvel tour, and I believe
21 that -- that the -- that condition changed its
22 wordage as time went on.

23 Q. (By Ms. Lens) When you joined -- strike
24 that.

25 When you started working with Marvel in

1 the 1960s, were your paychecks stamped "work for
2 hire"?

3 A. They were not.

4 MR. TOBEROFF: Objection as to form.

5 THE DEPONENT: Let me put it another way,
6 Molly.

7 I don't remember that happening in my --
8 in my earliest work at Marvel, maybe it didn't
9 happen for an entire year.

10 I remember I -- I was somewhat appalled
11 or shocked when I began to receive Marvel checks
12 that had that verbiage on it.

13 Q. (By Ms. Lens) At some point in the
14 1960s, though, you started receiving checks from
15 Marvel that had the verbiage "work for hire"?

16 MR. TOBEROFF: Objection as to form.
17 Misstates his testimony. Calls for speculation.

18 THE DEPONENT: I am not sure the words
19 "work for hire" were on those checks, Molly. It
20 may have -- it may have been stated in -- in
21 another way.

22 We can easily check on that by -- by,
23 you know, looking at, you know, at those very
24 checks at that documentation.

25 Q. (By Ms. Lens) Do you have your checks

1 from Marvel from the 1960s?

2 A. Certainly --

3 MR. TOBEROFF: Objection as to form.

4 THE DEPONENT: I took them all to the
5 bank.

6 Q. (By Ms. Lens) So when you say "that you
7 could easily check," do you have any way to check
8 your checks from Marvel from the 1960s?

9 A. I was hoping you had a way to check.

10 Q. Fair enough.

11 When you took your checks from Marvel to
12 the bank to cash them in the 1960s, you would cross
13 the language off on the back of the checks before
14 you signed them?

15 MR. TOBEROFF: Objection as to form.
16 Lacks foundation.

17 THE DEPONENT: I may have done that once
18 or twice because I thought creating a condition on
19 a check after the work had been done and turned in,
20 and then I would get my check a week or two later.
21 I thought that that was bad business to add a
22 condition after, after the work was done and used.

23 It was my way of saying, I -- I don't
24 like this way of doing business.

25 We actually had no contract. I never had

1 a Marvel contract. We never even had an agreement.
2 We never even had a discussion about the work,
3 particularly about work for hire.

4 I did all of my Marvel stories on my own
5 cognizance.

6 MS. LENS: Okay. I'm going to move the
7 last part of that answer as nonresponsive.

8 Q. (By Ms. Lens) The question,
9 Mr. Steranko, is whether you would cross the
10 language off on the back of the checks before you
11 would cash them?

12 MR. TOBEROFF: Objection as to form.
13 Assumes facts.

14 THE DEPONENT: I did that -- I did that
15 for several -- for several checks as -- as -- as a
16 statement about the way business was being done.
17 Yes.

18 Q. (By Ms. Lens) You were paid by Marvel
19 regardless of whether you crossed the language off
20 on the back of the check, correct?

21 A. The checks were cashed.

22 MR. TOBEROFF: Objection -- excuse me.
23 Give me time to object. Thank you.

24 Objection -- objection as to form. Lacks
25 foundation. Assumes facts.

1 you know, this advertising thing that I talked
2 about and music. Music and art became my life at
3 that point and that was the end of that -- of that
4 period forever.

5 I was never charged for -- with another
6 crime again because there weren't any, except maybe
7 my comic book work.

8 So that was the essence of -- that was
9 the essence of that period that -- that, you know,
10 that -- that I -- I discussed earlier.

11 Q. Thank you.

12 There's one area of your testimony that
13 was not clear to me and that had to do with
14 language on the back of the checks.

15 Has -- has any of that -- can you clarify
16 that for -- what you recall for me please, in terms
17 of time period?

18 MS. LENS: Objection to form.

19 THE DEPONENT: Well, since we talked
20 about, you know, 20 minutes ago. I've been trying
21 to -- trying to recollect more details about --
22 about the -- the situation with the checks that I
23 got from Marvel.

24 I'm not sure when those statements began
25 to appear on -- on the checks. I don't remember

1 the term "work for hire." Particularly with --
2 particularly with the checks that I got in the
3 beginning of my Marvel tour, maybe -- maybe they
4 showed up at the end of -- at the end of my Marvel
5 situation there. Maybe in the '70s sometimes.

6 But there was a caption typed on the back
7 that had to do with Marvel purchasing the rights to
8 the material that I had just created; and, of
9 course, in order to cash the check, I had to sign
10 it and most of the time I did exactly that. I
11 signed where they wanted me to and -- and gave them
12 the rights to the work, sold them the rights to the
13 work.

14 There were times when I crossed that --
15 when I crossed that out because I thought I was, as
16 I mentioned earlier, bad business to make an
17 agreement after the work is done and used.

18 You know, the check would come in
19 following my submitting it to -- to the company.
20 And I thought that was -- I thought that was kind
21 of -- well, kind of slippery business to take
22 advantage of people who were not businessmen like
23 me and most of the other guys, Jack Kirby, Romita,
24 and so forth.

25 I'm sure we had the -- had the same thing

1 stamped -- stamped or typed on the back of our
2 checks.

3 But I did -- I did -- I did sign those
4 and -- and I think there was another document
5 sometime later in the '70s that -- that I -- that I
6 gave up rights to the material because they were
7 giving artwork back to -- to creators and that was
8 another source of income for me. And that's about
9 -- and that's about all I can tell you at the
10 moment, Marc.

11 "Work for hire" -- "work for hire" that
12 phrase -- that phrase I don't remember being on,
13 particularly my early checks, but maybe later when
14 I did very few things for Marvel, you know, maybe
15 just like covers or, you know, some fill-in work or
16 whenever.

17 Q. (By Mr. Toberoff) When you started
18 working with Marvel that was in 1966?

19 A. Yes, it was.

20 Q. And in -- in -- in -- at that time in
21 1966, do you have a recollection as to how many
22 people were full-time employees of Marvel?

23 MS. LENS: Objection to form.

24 THE DEPONENT: I'm not sure who was an
25 employee of Marvel, except I believe Stan Lee told

1 THE DEPONENT: I never discussed that
2 with Stan Lee, my boss.

3 Q. (By Ms. Lens) When you worked for Marvel
4 in the 1960s, Mr. Steranko, you believe that you
5 were on a work for hire basis, correct?

6 MR. TOBEROFF: Asked and answered.
7 Objection. Calls for legal conclusion. Objection
8 as to form.

9 THE DEPONENT: I did not know the meaning
10 of "work for hire." We never used that term.

11 As I -- as I saw the situation, I would
12 create the work in my studio, with my materials,
13 doing my own sketch work, background, writing, and
14 that work would belong to me until I cashed the
15 check.

16 So when I brought it into Marvel's
17 offices, they didn't own the work yet. They hadn't
18 paid for it. They hadn't commissioned it to me.
19 It was simply an option that they gave me.

20 And I availed myself of that option. But
21 there was no discussions of "work for hire." I
22 never even heard that term until much later, maybe
23 in the '70s.

24 MS. LENS: Okay. I'm going to move to
25 strike that answer as nonresponsive.